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IN THE THIRD DISTRICT JUDICIAL COURT,

IN AND FOR TOOELE COUNTY, STATE OF UTAH

In the Matter of the Marriage of

SYLVAN Q STEWART,
Petitioner,
and

MICHELLE L STEWART,
Respondent.

DECREE OF DIVORCE

Civil No. 244300556

Judge L Douglas Hogan

Commissioner Renee Blocher

On or about April 16, 2026, the parties fully executed and entered into a Stipulation and Settlement Agreement, ("Stipulation"), resolving all issues necessary to enter a Decree of Divorce in this matter. The Stipulation serves as the basis for this Decree of Divorce. The Court, having considered and approved the terms of the Stipulation, and the Findings of Fact and Conclusions of Law in this matter, and being otherwise fully advised, therefore:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

Jurisdiction

1. Petitioner is a resident of Tooele County, State of Utah, and has been so for at least 3 months prior to the filing of the Verified Petition for Decree of Divorce. Tooele

County and the State of Utah are the proper jurisdiction for the instant legal matter.

2. Venue is appropriate in this Court pursuant to Utah Code Ann. § 78B-15-605.

Marriage Statistics

3. The parties to this action were married on the 16th day of July, 1999, in Sandy, Salt Lake County, State of Utah.

4. The parties separated on September 27, 2024.

Grounds

5. The parties are hereby awarded a Decree of Divorce upon the grounds of irreconcilable differences.

Children

6. The parties have no children remaining in their minority.

Personal Property

7. The parties have acquired various items of personal property during their marriage and the same should be divided as follows:

a. Petitioner is awarded all interest, right and debt associated to the 2013 VW Jetta and 2013 Nissan Altima;

b. Respondent is awarded all interest, right and debt associated to the 2014 Ram 1500;

c. The 2008 Calico Horse Trailer shall be given to the parties' youngest daughter and the 1999 Coleman Tent Trailer shall be given to the parties' oldest daughter.

8. All other personal property has already been divided between the parties when Petitioner vacated the marital residence.

9. The parties are ordered and shall cooperate to execute any and all documentation to cause the ownership of the above to reside solely in the name of who is awarded the personal property.

Real Property

10. During the course of the parties' marriage, they acquired interest in real property commonly known as 7 Benchmark Village Tooele, UT 84074. Respondent is awarded the full use, possession, and ownership of the home, including all equity, subject to any remaining mortgage encumbering the home, in lieu of back and future alimony/child support.

11. Respondent shall assume, refinance, or otherwise remove Petitioner's name from the underlying mortgage on the marital home no later than July 1, 2026. Petitioner shall remain responsible to satisfy the mortgage payment on the subject real property through June, 2026.

12. As assuming the current mortgage encumbering the subject property may have certain benefits to Respondent, if Respondent opts to pursue assuming the current mortgage, Petitioner will cooperate with any necessary steps or providing of documents or information to facilitate a possible mortgage assumption. Further, as assuming a mortgage often is a longer process than obtaining new financing, as long as Respondent is dutifully pursuing assumption in a reasonable and timely fashion, the parties agree to be flexible with the July 1, 2026 deadline to remove Petitioner from the property's mortgage. In the event Respondent is dutifully pursuing assuming the mortgage, and the assumption does not occur prior to July 1, 2026, Respondent shall become responsible for

satisfying the mortgage payment and the HOA fee with verification thereof provided to Petitioner upon his request through counsel.

13. If Respondent is unable or chooses not to assume the current mortgage encumbering the subject property, and is unable or opts to not obtain new financing or to take steps otherwise to remove Petitioner from the mortgage responsibility by July 1, 2026, the property shall be listed for sale no later than July 31, 2026. Respondent shall be responsible for all steps and process relating to listing the home for sale, preparing it to be sold; shall be responsible for all expenses and costs relating to selling the property; and, shall receive all net proceeds from the sale of the property as her sole and individual property. Respondent shall be responsible to satisfy the mortgage payment and HOA fee until the property is sold and title is transferred. If Respondent is unable to satisfy any mortgage or HOA payments, Petitioner shall have the right to do so to avoid any negative impact to the parties' credit. Petitioner shall be reimbursed for any payments made by him after July 1, 2026 from the net sale proceeds of the home.

Debts

14. During the course of the marriage the parties' acquired certain debts and any debt not specifically set forth below shall be the responsibility of the party who incurred it.

a. Petitioner shall be responsible for the debt associated with America First Credit Union Line of Credit, and America First Credit Union Visa in his name, including all payments and costs, and shall hold Respondent harmless.

b. Respondent shall be responsible for the debt associated with Mountain America Credit Union Visa ending 6960, American Express ending 24004, and Capital One

ending 5992 including all payments and costs, and shall hold Petitioner harmless.

15. The parties shall notify the respective creditors in a reasonable and timely manner regarding their respective assumption and liability of their separate debts and obligations.

The parties shall make timely efforts and shall cooperate to execute any and all documentation to cause the debt to reside solely in the name of the party who is designated responsible for the debt.

16. Any debt incurred after the parties' separation shall be the responsibility of the party who incurred it.

Bank Accounts, Retirement Accounts, and Other Assets

17. During the course of the marriage the parties' acquired certain bank accounts, retirement accounts, and other financial assets, and any said asset not specifically set forth below shall be awarded to the party whose name appears on the account with no claim of right or reimbursement from the other party:

a. The parties' are each be awarded 50% of the balances of Petitioner's retirement accounts with Fidelity ending in account numbers 9738 and 9671, as of the date the Court enters its Decree of Divorce;

b. Petitioner is awarded 100% of the retirement account with URS and the bank account with America First Credit Union;

c. Respondent is awarded 100% of the retirement and bank accounts with Empower and Mountain America Credit Union;

18. Petitioner is responsible for producing required documents to divide the retirement accounts with Fidelity ending in account numbers 9738 and 9671 no later than

July 1, 2026.

19. The parties shall make timely efforts and shall cooperate to execute any and all documentation to cause the financial asset to reside solely in the name of the party who is awarded it.

Miscellaneous:

20. Each party shall assume his or her own costs and attorney's fees incurred in this action.

21. Respondent shall have the right to restore her name to her maiden name, or any other name she deems reasonable, upon the entry of the Decree of Divorce, at her sole discretion.

END OF ORDER

****EXECUTED AND ENTERED BY THE COURT AS INDICATED BY THE DATE AND
SEAL AT THE TOP OF PAGE 1****

WITH WRITTEN APPROVAL AS TO FORM AND CONTENT

/s/ Michael A. Mickelson, signed by Albert N. Pranno,
at the direction and with the authorization of Michael A. Mickelson
Michael A. Mickelson date: April 20, 2026
Attorney for Petitioner

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing instrument was sent to Michael A. Mickelson, Esq., via electronic mail on April 17, 2026.

/s/ Cheyenne Calkins